Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No.

In The

Supreme Court of the United States

Clifton S. Davis, Sr. ET AL.,

Petitioners,

v.

Lonnie L. Davis, Jr. ET AL.,

Respondents.

On Petition For Writ of Certiorari
Virginia Circuit Court
Second Jurisdictional Circuit

PETITION FOR WRIT OF CERTIORARI

Clifton S. Davis, Sr.
3797 Indian River Road
Virginia Beach, Virginia 23456
(757) 478-7778

QUESTION PRESENTED

Whether the use of a fraudulent Last Will and Testament can be used to take property away from its rightful owners, to sell property, and to distribute money gained from an easement bought by the City of Virginia Beach.

The petitioner was given a portion of the land by his father before his father died. Subsequently, three of the petitioners' siblings presented a falsified Will to seize the petitioner's land. An original copy of the Will with a notarized seal has never been introduced as evidence in a court of law...only a copy.

PARTIES TO THE PROCEEDING

Clinton T. Davis, Lonnie L. Davis, Jr., Mildred Forbes, Jean A. Wilson, petitioners' siblings; Robert F. Hagans, Jr., the petitioner's former lawyer; Morris H. Fine, Michelle P. McCracken, Gregory R. McCracken, Attorneys at Law, Fine, Fine, Legum & McCracken, LLP; Jeanne S. Lauer, Becker, Russell & Becker; James Evans, Evans and Bryant, PLC; Dean W. Sword, Jr., Circuit Court Judge, Portsmouth, Virginia; James M. Pickrell, Kellam, Pickrell, Cox & Taylor, Attorneys and Counselors at Law; John W. Richardson, Kaufman & Canoles, PC; John Stalling, Lawrence Farmer; Clerk, Virginia Beach Circuit Court; Planning Council, Mayor William D. Sessons, City Council; Judge H. Thomas Padrick, Presiding Judge, Virginia Beach, Virginia; Thomas B. Shuttleworth, Lawyer, Va. Beach, VA.

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OPINION BELOW

On August 6, 2009, the Court of Appeals transferred the appeal: Circuit Court Nos. CH0221625-00 and CH03002559-00; Clifton S. Davis, Sr., Appellant, against Lonnie L. Davis, Jr., et al., Appellees to the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on the 30th day of September 2009.

The Court finds that the order entered by the Circuit Court of Virginia Beach, Virginia, May 8, 2009 is not an appealable order. Accordingly, the Court dismisses the appeal in this case.
Filed October 8, 2009

STATEMENT OF THE CASE

A. Factual Background

On July 19, 1990, I, Clifton S. Davis, Sr., received a letter from Attorney James M. Pickrell in response to a letter that I had written to him regarding a supposed property line problem. In part, the letter states: ..."the deed of clarification between your father and yourself, dated July 16, 1981, clearly designate the boundaries of the property conveyed to you by your father." I own the property in dispute.

According to the fraudulent will of Lonnie L. Davis, Sr., he signed the Will on October 25, 1995. Four years before my father supposedly signed the Will, he had a stroke and could no longer write his name as indicated by his "X" signature on the Power of Attorney document, giving my brother Clinton T. Davis POA. He signed the document with his "X" on June 10, 1994. He could not have signed the Will in 1995. He was physically incapable of signing his name. My father died May 25, 1998.

In the Circuit Court of the City of Virginia Beach, VA, my brother Clinton T. Davis and I contested the last will and testament of our father Lonnie L. Davis, Sr. because it is a fraudulent will.

On June 21, 2003, my brother Clinton Davis hired Lawrence M. Farmer, an examiner of questioned documents, to examine the fraudulent will. Mr. Lawrence's finding was the following:

> I personally interviewed Clifton S. Davis (son of the Testator), and his twin brother, Clenton T. Davis and a family employee, Sherylene

> Pierce, who convincingly told me the Testator signed his name with an X mark because he was unable to write his signature after suffering a [severe] stroke.
>
> The court probate document stamped BK097PG2145 contains a signature of Lonnie L. Davis, Jr. This single signature has striking similarities to the two questioned signatures in the name of the testator to warrant the opinion that it is HIGHLY PROBABLE that Lonnie Davis, Jr. is the author of the questioned signature in the name of Lonnie L Davis, Sr.

Mr. Lawrence states, "It is my POSITIVE OPINION the questioned signature in the name of Lonnie L. Davis, Sr., on Q-1, was written by someone other than Lonnie L. Davis, Sr."

B. Proceedings in the Circuit Court

In 2003, my sisters Mildred Forbes and Jean Wilson went to my lawyer Robert Hagans' office and confessed to him that the Will in question was a fraudulent will. Thus, with that information Mr. Hagans had the case of the fraudulent Last Will and Testament of Lonnie L. Davis, Sr. revised in 2005.

1. In Chancery No.: CH03-2559

The 17th day of March 2005, in the Circuit Court of the City of Virginia Beach, Lonnie L. Davis, Jr., Mildred L. Davis Forbes, and Jean A. Wilson, Petitioners, v. Clifton S. Davis, Sr. and Clinton T. Davis, Respondents.

The Honorable H. Thomas Padrick adjudged, ordered, and decreed that the papers in this cause be referred to Grover C. Wright, a Commissioner in Chancery of this Court. He was directed to get information on 14 items. Among the items were (b) Who are the owners of the parcel of real estate which is the subject of this cause; (l) Whether the Will of Lonnie Davis, Sr. is authentic and dispositive; and (n) the effect of Anne B. Davis' death on the proceedings and the division/distribution of the property. My lawyer at the time was Robert Hagans and he signed this Decree as Counsel for the Defendant Clifton S. Davis, Sr.

2. In Chancery No.: CH02001625-00

On December 31, 2007, in the Circuit Court of the City of Virginia Beach "upon the motion of Plaintiffs

Lonnie L. Davis, Jr., Mildred L.. Davis Forbes, and Jean A. Wilson for entry of an order declaring the Last Will and Testament of Lonnie Davis, Sr. valid and that no issue regarding the Will of Lonnie Davis, Sr., whether validity, execution or authenticity is proper to be heard by the Commissioner in Chancery and for a Decree of Reference removing any issues regarding the Will from the trial of this matter previously referred to the Commissioner in Chancery, and the same was argued by counsel." UPON CONSIDERATION WHEREOF and for GOOD CAUSE SHOWN. It is ADJUDGED, ORDERED AND DECREED that Plaintiffs' motion is denied."

This order was signed by Judge Padrick. It was asked for by Robert F. Hagans, Jr., Esquire, p.d. and seen and objected to by Gregory R. McCracken, Esquire, p.d.

Following this Order, James Evans went to Portsmouth, Virginia to get a false testimony from Dean W. Sword who was once Lonnie Davis, Jr.'s lawyer in his bankruptcy case. It is believed that his signature was put on the will using a copy machine, computer, and a printer. Even the notarized seal is a copy. To this day, no Will that has an original notarized seal on it that is supposed to be my father's Will has been presented in any court. Mr. Pickrell, my father's lawyer for twenty years says he knows of no such Will by my father, yet, my father told my brother Clinton, my cousin Wilson Walk, and me that he made a Will with Mr. Pickrell.

3. *Notice: In Chancery No.: CH02001625; In the Circuit Court of the City of Virginia Beach: Lonnie*

L. Davis, Jr., Mildred A. Davis Forbes, and Jean A. Wilson. Petitioners v. Clifton S. Davis and Clinton T. Davis, Respondents. August 22, 2008.
Respondents will move the Court for the following relief:

1. Enter of an order against the Petitioners for entry of an order declaring the Last Will and Testament of Lonnie Davis, Sr. valid.

2. Enter of an order declaring the Last Will and Testament of Lonnie Davis, Sr. invalid.

3. Enter an order directing the Petitioners to why the Respondents should not have the right of access to the twenty-five acreage Property located at 3809 Indian River Road in Virginia Beach and show why Clifton T. Davis should not be entitled to rights, use and privileges of the said property.
Dated: August 12, 2008

4. Order: Case Nos.CH02001625-00 & CH03002559-00
The Circuit Court of the City of Virginia Beach. Lonnie L. Davis, Jr., et al, Plaintiff v. Clifton S. Davis, Sr., et al, Defendant. January 12, 2009.
In effect, Judge Padrick denied the exceptions by Clifton S. Davis, Sr. and Clinton T. Davis and decreed that the last will and testament Lonnie L. Davis, Sr. be and hereby to be the last will and testament of Lonnie L Davis, Sr. Judge Padrick denied the exceptions without all information met from the March 17, 2005 Order (CH03-2559).

5. *Order: CH02001625-00 & CH03002559-00*
Lonnie L. Davis, Jr., et al, Plaintiff v. Clifton S. Davis, et al, Defendant. The Circuit Court of the City of Virginia Beach, VA, May 8, 2009
This cause came to be heard on the petition of Morris H. Fine, Co-Special Commissioner for permission to hire an engineering firm for purposes of a re-zoning application and was argued by counsel. It was approved. Robert F. Hagans was one of the special commissioners; Clifton S. Davis' lawyer.

6. *The Supreme Court of Virginia: Clifton S. Davis, Sr., Appellant; against Lonnie L. Davis, Jr., et al, Appellees. From the Circuit Court of the City of Virginia Beach. September 30, 2009*
Circuit Court Nos. CH02001625-00 & CH03002559-00
The Court dismissed the order entered by the circuit court on May 8, 2009 because it was not an appealable order.
On December 3, 2009, Clifton S. Davis, Sr. in writing notified the Planning Commission of Virginia Beach (regarding item number 20, Morris H. Fine & Robert F. Hagans, Special Commissioners Change of Zoning District Classification, R-15,etc., to be held December 9, 2009, in City Council Chamber)that I am in the process of entering an appeal to the United States Supreme Court and have until December to complete the process. The item was deferred.

Reasons For Granting The Writ

Review is warranted because my civil rights have been violated. My legal right to my own property as

been violated and a lawyer whom I hired to represent me in securing what is mine legally has misrepresented me and now seeks to steal my property for financial gain. A sitting judge has even conspired against me. And, a lawyer has actually taken money from me without my permission that my mother left me in United States Bonds.

Robert F. Hagans, Jr.

I hired Mr. Hagans to uncover the facts to prove my father's Will fraudulent. After recovering such information, he misrepresented me. He sent me to a surveyor whose survey supported boundary line agreements supporting the lawful owners of property in question and then he sought to undermine me by hiring the same surveyor with a phoney document to prove that I did not own the property in question. I have paid Mr. Hagans $12,000 for his "services." I want my money back.

On November 6, 2009, I sent Mr .Hagans a letter stating that "due to your unclean hands and your misrepresentation of me" I no longer require your services.

Attorney Jeanne Lauer took $4500.00 from me by way of my siblings who gave her US Bonds that my mother left to be equally divided upon her children. My sister Jean had the bonds. When Jean, Mildred, and Lonnie hired Ms. Lauer, Jean gave her the bonds. The three of them gave Ms. Lauer Power of Attorney. Later, when I questioned Ms. Lauer as to where my portion of the bonds was, she said that she sent me a 1099 IRS form and filed a copy with the IRS. I never received such a form from her and she NEVER gave me any money.

Actions of Others that Relate to the Fraudulent Will

1. The City of Virginia Beach bought an easement from the six acres of parcel land that I own. Using a fraudulent will, the City did not pay me all that it owed me. The City divided the money among my siblings and me. I request my revenue plus interest.

2. Fine and McCracken are attempting to request rezoning using a fraudulent will.

Conclusion

For the reasons stated above, the writ should be granted and the case set down for argument.

Respectfully submitted,

Clifton S. Davis, Sr.

Appendix

SUPREME COURT OF VIRGINIA
Patricia L. Harrington, Clerk
Supreme Court Building
100 North 9th Street, 5th Floor
Richmond, Virginia 23219
(804) 786-2251 V/TDD
Fax: (804) 786-6249

Douglas B. Robelen
Chief Deputy Clerk

October 7, 2009

Hon.Tina E. Sinnen
Clerk, Circuit Court of
the City of Virginia Beach
2425 Nimmo Parkway
Virginia Beach, Virginia 23456

Dear Ms. Sinnen:

The case of Clifton S. Davis, Sr. v. Lonnie L. Davis, Jr., et al., Circuit Court Record Nos. CH02001625-00 and CH03002559-00, having been disposed of in this court, I am returning herewith the record, exhibits and an original copy of the order.

Sincerely,
Patricia L. Harrington, Clerk
by E. Edwards,
Deputy Clerk

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Wednesday, the 30th day of September, 2009.

Clifton S. Davis, Sr.,
Appellant,
against

Circuit Court Nos. CH02001625-00
And CH3002559-00

Lonnie L. Davis, Jr., et al.,
Appellees.

From the Circuit Court of the City of Virginia Beach

On August 6, 2009 the Court of Appeals transferred the appeal in the above-referenced case to this Court.

The Court finds that the order entered by the circuit court on May 8, 2009 is not an appealable order. Accordingly, the Court dismisses the appeal in this case.

Clerk

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA EACH

LONNIE L. DAVIS, JR., et al
Plaintiff,

v. Case Nos. CH02001625-00, AND CH03002559-00

CLIFTON S. DAVIS, SR., et al
Defendant

ORDER

THIS CAUSE came to be heard on the petition of the Morris H. Fine, Co-Special Commissioner for permission to hire an engineering firm and was argued by counsel.

UPON CONSIDERATION WHEREOF and for good cause shown, it is ADJUDGED, ORDERED and DECREED that the Special Commissioners be and hereby are authorized to retain the services of MDA, P.C., Civil Engineers, for purposes of a re-zoning application.

It is further ADJUDGED, ORDERED and DECREED that the terms and condition of hiring shall be left with the Special Commissioners discretion and approval and that the fees associated therewith shall be deferred until such time as the property is sold.

Entered May 8, 2009
Judge Padrick; Special Commissioners: Morris Fine and Robert F. Hagans

MEMORANDUM OF LIS PENDENS

TAKE NOTICE that pursuant to Section 8.01-268, Code of Virginia (1950), Clinton T. Davis hereby assert a claim against the real property of Lonnie L. Davis, Sr., by reason of the following:

Title of Cause:	Clinton T. Davis, Plaintiff v. Lonnie L. Davis, Jr., Mildred L. Forbes, and Jean A. Wilson, Defendants
General Object:	Plaintiff seeks a judgement and prayer for the receipt his equitable share of the property as described. The underling calm is based on a dispute as to the title of the property as described.
Court Wherein Cause is pending:	Circuit Court of the City of Virginia Beach Chancery No. Ch09-0308
Amount of Claim:	Two million dollars ($2,000,000) and 1/5 of the 25 acres to include the house located at 3809 Indian River Road and road front property thereof.

Property Description:	Property consisting of three parcels situated in the City of Virginia Beach: Parcel 1 - 3809 Indian River Road, zoned R15 approximately 4.85 acres zoned AG2 approximately 0.528 PIN 1474-90-7314.
Name of Persons whose Estate is Affect:	Clinton T. Davis, Clifton S. Davis, Sr., Mildred L. Forbes, Lonnie L. Davis, and Jean A. Wilson.

Made and executed this 15 day of January, 2009 by the undersigned Plaintiff. Clinton T. Davis.

State of Virginia, City of Norfolk, to wit:
I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Clinton T. Davis, whose name is signed to the above memorandum of lis pendens, bearing date on the 15th of January 2009.
Nancy Suhett, Notary Public 303698, exp.7-31-09

December 1, 2009

Proof exists that shows Clinton Davis has paid over $13,000 in real estate taxes over the years on the Davis Estate Property.

Most recently (Dec.1), he paid the $962.54 tax bill due.

Due to Clinton's due diligence in paying the real estate taxes on the 25 acres, we request that he be the executor of the Lonnie L. Davis, Sr. Estate.

Requested by
Clenton Davis and Clinton Davis.
February 27, 2010

BEST AVAILABLE COPY

City of Virginia Beach
Office of the Real Estate Assessor
Municipal Center - Building 18
2424 Courthouse Drive
Virginia Beach, Virginia 23456-9054
Telephone (757) 385-4601

Lonnie Davis Estate
c/o Clinton Davis
P.O. Box 1561
Norfolk, VA 23501

Property Address: 3809 Indian River Road
Legal Description: Gum Swamp 25 acres
Parcel Identification No.: 14748071780000

July 1, 2008 Assessment:

Land Assessment: $4,904,300.00
Structure: $74,700.00
Total Assessment: $4979,900.00

Becker, Russell & Becker, P.L.C.
Attorneys At Law
309 Lynnhaven Parkway
Virginia Beach, VA 23450

May 26, 2000

To Whom It May Concern:

On June 22, 1998, the Will of Lonnie Davis, Sr. was admitted to probate in the City of Virginia Beach. At that time, Mr. Davis bequeathed a life estate in the house 3809 Indian River Road, Virginia Beach, Virginia 23456 to Lonnie L. Davis Jr., Mildred Forbes and Doris Davis (now deceased).As the result of said will Lonnie Davis, Jr. has the right to possess the exclusion of everyone except his sister Mildred. Neither Clifton Davis nor Clenton Davis have any right to possession or entrance onto the property. I have attached a copy of the Memorandum and Will as proof of same.

Jeanne S. Lauer

Note: This not a part of this letter: Clinton has lived at this address all his life, until his brother illegally evicted him. His driver's license and employee records show this address as his home.. A fraudulent Will was used to deny him access to his only home he has known.

Book 0169; Page 1119

Mrs. Annie B. Davis, Clifton and Clinton's mother's estate: 22 EE Series Bonds. Value at Redemption on July 24, 2000 was $19,870.40.

According to Court Records, the following payments were made to Clifton Davis and Clenton Davis from Annie B. Davis' Estate:

Clifton Davis, 1/5 Share of Estate	$2,630.32
Clenton Davis, 1/5 Share of Estate	$2,630.31

Actually, no such money was paid Clifton or Clinton through their mother's EE Series Bonds.

February 21, 2001

City of Virginia Beach

Mr. & Mrs. Clifton S. Davis
3797 Indian River Road
Virginia Beach, VA 23456

Re: City of Virginia Beach v. Lonnie L. Davis, Jr., et al
Property Address: 3809 Indian Road, Virginia Beach, VA and Parcel with no street address Indian River Road South, Parcel Nos. 002 and 007

Dear Mr. & Mrs. Davis:

The City of Virginia Beach recently offered to purchase the properties owned by Lonnie L. Davis, Jr., Mildred L. Davis Forbes, Jean A. Wilson, Clifton S. Davis and Adella Davis, his wife and Clenton T. Davis (a/k/a Clinton T. Davis), and the respective spouses of each of the aforesaid individuals ("Property Owners")and as described in the attached Certificate....

Signed by Rebecca Deloria Kubin
Assistant City Attorney

cc: Jean S. Lauer, Esquire

(Note: This letter shows that in 2001, the city of VA Beach recognized Clifton and Clinton Davis as part owners of property at 3809 Indian River Road. Virginia:

In the Circuit Court of the City of Virginia Beach

Lonnie L. Davis, Jr., et al
Plaintiff,

v. Case Nos. CH02001626-00
and CH03002559-00

Clifton S. Davis, Sr., et al
Defendant

ORDER

THIS CAUSE came to be heard on January 12, 2009 before the Honorable Thomas Padrick, Judge, upon the pleadings formerly filed; the Answer by counsel for Clifton S. Davis; Clinton T. Davis appearing in person and pro se; the Report of the Commissioner in Chancery to who this matter is duly referred; the Commissioner in Chancery having taken evidence ore tenus on January 17, 2008; the Exceptions to be heard to counsel for Clifton S. Davis and served upon Clinton T. Davis pursuant to previous orders of Court; the evidence heard are tenus was argued by counsel.

UPON CONSIDERATION WHEREOF and it appearing to the Court for and for good cause shown that the Report of the Commissioner in Chancery should be confirmed, it is

ADJUDGED, ORDERED, AND DECREED that the Report of the Commissioner in Chancery be and hereby is ratified, confirmed and incorporated hereinas if fully set forth and the exceptions by

Clifton S. Davis, Sr. And Clinton T. Davis are denied.

It is further ADJUDGED, ORDERED and DECREED that the findings of the Court set forth in the transcript attached hereto of January 12, 2009 are hereby incorporated herein as if fully set forth.

UPON FURTHER CONSIDERATION and the Court having confirmed the Commissioner's Report, it is ADJUDGED, ORDERED and DECREED that the last will and testament of Lonnie L. Davis, Sr. of October 25, 1994 be and hereby is declared to be the last will and testament of Lonnie L. Davis, Sr., it appearing that the State of Limitations bars the attack on the will and factually the will is a proper will.

And it further appearing to the Court pursuant to Article II of the will that 9.5 acres were to be sold and divided, which was previously done by order of this court in the matter of Lonnie L. Davis, Jr., et al. V. Clifton S. Davis and Clinton T. Davis, Case No. CH99-3314 and the funds were distributed and divided in accordance with the article of the will.

And it further appearing to the Court that Article III requires that each person receive "road frontage" and it appearing to the Court that is impossible to divide up the road frontage in compliance with the zoning and planning statues of the City of Virginia Beach.

And it further appearing to the Court that pursuant to Article III of the will where the will identifies 25 acres, that the Report of the Commissioner correctly states that the amount of the acreage is 25.48 acres and where the will says 6

acres, the Report of the Commissioner correctly sets forth 4.8 acres;

And it further appearing to the Court that Doris M. Davis having predeceased and leaving no spouse or children, her share is to be divided equally amongst the remaindermmen who are parties to his suit and her siblings; it is therefore

ADJUDGED, ORDERED and DECREED that the 25.48 acres and the 4.8 acres be sold and divided in accordance with the following devises in accordance with the will and the Report of the Commissioner in Chancery:

Clifton S. Davis	7.2%
Clinton T. Davis	12.2%
Jean A. Wilson	12.2%
Mildred L. Davis Forbes	12.2%
Lonnie L. Davis, Jr.	56.2%

And it further appearing to the Court that the will in Article III, sets forth that Clifton S. Davis shall receive 1.5 acres adjoining his existing 1.5 acres and it appearing to the Court from the Commissioner's Report and the evidence, specially the survey, that Clifton S. Davis owns .702 acres instead of 1.5 acres and that the .6 acres which he received from his sister Doris M. Davis should be added to the 1.5 acres he received from the will so that he received a total of 2.1 acres and this devise does not exceed the acreage as set forth in the will and it further appearing to the Court that his existing .702 acres shall remain his property and

that the 2.1 acres shall be sold and he shall receive his pro-rata share as previously recited herein.

It is further adjudged, ordered and decreed that Clifton S. Davis has 120 days to present a new survey by a surveyor licensed and in good standing, proving that the survey introduced into evidence at the trail of the matter knowing he owns a .702 acre parcel and not 1.5 acres as stated by the will is incorrect, this order shall be modified to reflect the correct acreage he owns.

It is further adjudged, ordered and decreed that Morris H. Fine and Robert Hagans, be and hereby are appointed as Special Commissioners to sell, publicly or privately, said property; the Special Commissioners being given wide authority to obtain the highest sum for the property and shall explore rezoning the property and the Special Commissioners shall report back to the Court regarding these matters and that when a contract of sale is made, before executing a deed and receiving the funds, the Special Commissioners shall report to the Court and post an appropriate bond at that time.

And the Court further finds that the plaintiffs have incurred litigation costs to date in prosecuting this suit in the sum of $18,791.93 pursuant to the attached Exhibit "A" - Detail Cost Transaction File List.

It is further adjudged, ordered and decreed that these costs as well as the remaining costs including the Special Commissioners' fee be paid from the proceeds of sale prior to any distribution to the parties.

It is further adjudged, ordered and decreed that the Motion for Sanctions of the plaintiff be and hereby is denied and the Motions for Referral and Injunction of the defendants, be and hereby are denied.
Signed by Judge Padrick, March 27, 2009

Seen and object to the total acreage Clifton Davis owned prior to partition; that will is factually proper will; that seen and objected to as to costs awarded plaintiffs; partition does not give frontage to all parties in kind; that sale is ordered instead of division in kind; to exceptions being overruled; and other objections of record.

Signed by Robert F. Hagans, Jr
and Clenton T. Davis

Virginia: In the Circuit Court of the City of Virginia Beach

Lonnie L. Davis, Jr.
Mildred L. Davis Forbes and
Jean A. Wilson
Petitioners

v In Chancery No.: CH02001625-00

Clifton D. Davis and
Clinton T. Davis
Respondents

ORDER

This cause came on this day to be heard upon the motion of the Plaintiffs Lonnie L. David, Jr., Mildred A. Davis Forbes and Jean A. Wilson for entry of an order declaring the Last Will and Testament of Lonnie Davis, Sr. valid and that no issue regarding the Will of Lonnie Davis, Sr., whether validity, execution or authenticity is proper to be head by the Commissioner in Chancery and for a Decree of Reference removing ay issues regarding the Will from the trial of this matter previously referred to the Commissioner in Chancery, and the same was argued by counsel.

Upon consideration whereof and for good cause show. It is adjudged, ordered and decreed that Plaintiffs' motion is denied.

Enter 12-31-07 by Judge Padrick
Asked for by Robert F. Hagans, Jr
Seen and Objected to by Gregory R. McCracken

Virginia: In the Circuit Court of the City of Virginia Beach

Lonnie L. Davis, Jr
Mildred L. Davis Forbes, and
Jean A. Wilson
Petitioners,

v

Chancery No.: CH03-2559
And CH99-3314

Clifton Davis and
Clenton T. Davis
Respondents.

REQUEST FOR ADMISSIONS

Comes now the Respondent, Clifton Davis, by counsel, pursuant to Rule 4:11 of the Supreme Court of Virginia, and requests that Petitioner, Lonnie L. Davis, Jr., admit or deny the following for the purposes of the pending action within twenty-one (21) days after service of this Request for Admissions, or within such shorter time as the Court may direct.

1. Admit that the attached Will was the will of Lonnie L. Davis, Jr. and not the will of Lonnie L. Davis, Sr.

2. Admit that you probated or caused to be probated by another person the attached Last Will and Testament of Lonnie L. Davis, Sr.

3. Admit that you misrepresented to the attached Will was the Will of Lonnie L. Davis, Sr.

4. Admit that you were the individual that procured the purported Last Will and Testament from an attorney.

5. Admit that the signature affixed to the attached Will is not that of Lonnie L. Davis, Sr.

6. Admit that of the approximately 30 acres of land which you seek to Partition, six acres already belong to Clifton Davis, pursuant to a deed of clarification dated August 10, 1981.

7. Admit that the purported Will of Lonnie L. Davis, Sr. Was signed by Lonnie L. Davis, Jr

Clifton S. Davis
By Robert F. Hagans, Jr., Counsel

Certificate of Mailing

I hereby certify that a true copy of the foregoing Request for Admissions was mailed to Thomas B. Shuttleworth, Esq., Counsel for co-defendant, and Andrew I. Becker, Esq. Counsel for petitioner, on this 7th day of September 2005

Robert F. Hagans, Jr.

February 3, 2000

To Whom It May Concern

I, Clinton T. Davis, have been in the battle with Lonnie L. Davis, Jr. And Jean Wilson since July of 1991. This dispute is concerning our parents, deceased as of 1998, Annie B. Davis and Lonnie L. Davis, Sr. Later on, in 1994 Mildred Forbes whom never accepted POA jointly with me. After Lonnie Davis, Sr. Found Lonnie Davis, Jr. And Jean Wilson as crooks. They have not spent their parents' money on them and excluded me from the income leaving m no choice but to take care of my parents with my own money. With my parents' care which accumulated to over 28,000.00. They tried to get around it by kidnaping their parents out of their home against their will. After that they placed them in a nursing home to get them to change the will. As a result they left me out completely. Have no where to live and now they is trying to move around me. From this I can answer any question that you ask me.

Signature Clenton T. Davis
filed VA Beach Circuit Court
Feb 4, 2000

Lawrence M. Farmer
Incorporated
Examiner of Questioned Documents
June 21, 2003

Report of Examination

The purpose of the examination was to ascertain if Lonnie L. Davis, Sr. wrote the signatures in his name on a document that is described below where it is designated with a Q-1 prefix.

Q-1 Photocopy of document with a heading of "LAST WILL AND TESTAMENT AND LONNIE L. DAVIS, SR." The first page of the document is stamped "BK097PG2140" and the remaining pages are stamped BK097PG2142 and BK097PG2143. The first signature is followed by Dean W. Sword, Jr. and Alissa A. Lancaster. Signatures of the same persons appear on the self-proving page, along with the signature of Notary Public, Mary F. Bishop. The document is dated October 25, 1995.

The following document is of particular interest to the present inquiry.

K-1 Photocopy of POWER OF ATTORNEY consisting of three pages with all signatures on the third page. The document is executed on behalf of LONNIE LEE DAVIS, SSN:227-12-5814 and grants power to Clifton T. Davis, SSN: 227-68-4457 and MILDRED DAVIS FORBES. The document states "My previous power of

attorney granted to Lonnie Lee Davis, Jr. and Jean Wilson is hereby expressly revoked." The X mark, executed in the name of Lonnie Lee Davis is accompanied by a signature in the name of Brian M. Kelly, witness. The signatures are followed by the signature of Karen L. Britten, Notary Public whose inscription states, "...do hereby certify that lonnie Lee Davis, whose mark is signed to the above Power of Attorney, by making his mark and did acknowledge the same before me in my City and State aforesaid, this 10th day of June, 1994."

I personally interviewed Clifton S. Davis (son of the Testator), his twin brother Clenton T. Davis and a family employee, Sherylene Picree, who convincingly told me the Testator signed his name with an X mark because he was unable to write his signature after suffering a stroke.

The court probate document stamped BK097PG2145 contains a signature of Lonnie L. Davis, Jr. This single signature has striking similarities of the two questioned signatures in the name of the testator to warrant the opinion that it is HIGHLY PROBABLE that Lonnie L. Davis, Jr. is the author of the questioned signature in the name of Lonnie L. Davis, Sr. It is my POSITIVE OPINION the questioned signature in the name of Lonnie L. Davis, Sr., on Q-1, was written by someone other than Lonnie L. Davis, Sr.
If testimony is desired it is requested that I be notified at the earliest possible date.
Lawrence M. Farmer

Virginia: In the Circuit Court of the City of Virginia Beach

Jean W. Wilson
Mildred L. Forbes
and
Lonnie L. Davis, Jr.
Petitioners

CHANCERY NO. CH99-3314

v.

Clifton S. Davis, Sr.
and
Clenton T. Davis a/k/a Clinton T. Davis
Defendants.

NOTICE

Please take notice that on Friday, April 26, 2002 at 9:30 o'clock a.m. or as soon thereafter as counselor may be heard, the undersigned will move the Honorable Judge of the Circuit Court of the City of Virginia Beach, Virginia to enter an Order ruling on the evidence presented by those judgment lien creditors and claimants against the Estate and the heirs of the Estate of Annie B. Davis, showing cause as to why the proceeds of sale should not be paid over to the heirs of the Estate.

John W. Richardson, Attorney at Law
Stalling and Richardson, P.C.
2101 Parks Avenue, Suite 801
Post Office box 1687
Virginia Beach, Virginia 23451
(757) 422-4700

(Note: This is the will in question.)

Last Will and Testament
and
Lonnie L. Davis, Sr.

I, Lonnie L. Davis, Sr., of the city of Virginia Beach, state of Virginia, being of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills and codicils that I have made.

Article I

I hereby direct that my just debts and funeral expenses be paid as soon after my death as possible.

Article II

I hereby devise and bequeath unto my wife, Annie B. Davis, my real property containing 9.5 acres, more or less, in the city of Virginia Beach, Virginia currently known as the family homestead, to be held in trust for use and benefit. During here lifetime this property is to be managed by Lonnie L. Davis, Jr. And Mildred L. Davis Forbes for here benefit. Upon her death, I hereby direct that this property to sold and the proceeds divided equally between my children, Lonnie L. Davis, Jr., Doris M. Davis, Mildred L. Davis Forbes, Jean A. Wilson, Clifton S. Davis and Clenton T. Davis in equal shares per capita.

Article III

I hereby devise and bequeath my 25 acre and 6 acre parcels adjoining the property describes in Article II as follows: (It is my intent when dividing

my property that each heir receive a portion of property that has road frontage.)

(A) Unto Clifton S. Davis, Sr. the remaining 1.5 acres parcel that adjoin the 1.5 acres that he currently owns, total acreage not to exceed 3 acres, in fee simple.

(B) To Clenton T. Davis the 3 acres adjoining the property that he currently owns, in fee simple. Said property to adjoin to the property devised to Clifton S. Davis, Sr. properties to be joined and divided equally between the two of them with each party's property having "road frontage," unless the parties decide differently.

©) To Jean A. Wilson 3 acres on the right side of the house between the 6 acres and the home going back, in fee simple.

(D) To Mildred L. Davis Forbes 3 acres located on the left side of the house going back, in fee simple.

(E) To Doris M. Davis, Mildred L. Davis Forbes and Lonnie L. Davis, Jr., life rights to the house, in equal shares per capita.

(F) To Doris M. Davis, 3 acres of the remaining 19 acres. The location of the 3 acres to be the discretion of Lonnie L. Davis, Jr., in fee simple.

(G) To Lonnie L. Davis, Jr. The remaining 16 acres, more or less, all farm equipment, in fee simple. It is my desire that the farm not be sold and that Lonnie L. Davis, Jr. Will keep the farm clean and not allow it to become a dump site. In the event that Clifton S. Davis, Sr. and Clenton T. Davis should desire to purchase this property from Lonnie

L. Davis, Jr. That they will be allowed to buy the farm at the prevailing market value.

(H) To Clenton T. Davis, my share in the house located on the 3 acre parcel of real property, in fee simple.

Article IV

In the administration of my estate, my executor shall have, in addition to any other powers granted by law and by this will, all of the powers granted by Virginia Code Section 64-1-57 as in effect as of this date as if set out fully therein.

Article V

I hereby appoint my son, Lonnie L. Davis, Jr. Of Virginia Beach, Virginia, as Executor under the term of this will direct that no surety be required of him for the faithful performance of his duties.

Witness the following signature and seal this 25th day of October, 1995.

Lonnie L. Davis, Sr.(signature) (SEAL)

The foregoing was signed, published, and declared by the Testator to be his Last Will and testament in the presence of us, who at his request and in his presence and in the presence of each other, have subscribed our names as witnesses this 25th day of October, 1995.

(Three signatures)

State of Virginia, City of Portsmouth, to-wit:

Before me, the undersigned Notary Public, on the day above written, personally appeared Lonnie L. Davis, Sr., Alissa A.. Lancaster and Dean W. Sword, Jr., known to me to the Testator and the

witnesses, respectively, whose names are signed to the foregoing instrument and , all of these persons being by me first duly sworn, the Testator declared to me and the witnesses, in my presence, that the foregoing is his Last Will and Testament and that he had willingly signed and executed it in the presence of the said witnesses as his free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing will was excused and acknowledged by the Testator as his Last will and Testament in the presence of the said witnesses who, in the Testator's presence and at his request, and in the presence of each other, did subscribe their names as attesting witnesses on the day of the aforesaid will, and that the Testator, at the time of the execution of the said will, was over the age of eighteen and the sound mind and disposing memory.
Signed by Testator, Two witnesses
Virginia:

In the Clerk's Office of the Circuit Court of the City of Virginia Beach on the 22nd day of June, 1998.

A paper writing purporting to be the Last Will and Testament of Lonnie L. Davis, Sr., deceased, late of the City of Virginia Beach, who departed this life on the 25th day of May, 1998 was third day produced in office and offered for probate, in accordance with Section 64.1-87.1 of the Code of Virginia, 1950, as amended. Whereupon it is considered that the said paper writing as been sel- proved by the affidavits attached to the said will and the same is ordered to be admitted to record as the

true Last Will and testament of Lonnie L. Davis, Sr., deceased, with leave to quality at some later date.
Teste: J. Curtis Fruit, Clerk

Power of Attorney

On June 10, 1994, Lonnie L. Davis, Sr. revoked his previous power of attorney granted to Lonnie Lee Davis, Jr. and Jean Wilson. He gave such Power of Attorney to Clinton T. Davis, ssn: 227-68-4457 and Mildred Davis Forbes.

State of Virginia
City of Virginia Beach, to-wit:

I, the undersigned, a Notary Public in and for the city and state aforesaid, do hereby certify that Lonnie Lee Davis, who name is singed to the above Power of Attorney, by making his mark and did acknowledge the same before me in my city and state aforesaid, this 10th day of June, 1994.

Karen K. Buitar, Public Notary
Filed Va Beach Circuit Court, February 2, 2000.
J. Curtis Fruit, Clerk

Complete document:

Known all men by these present, that I Lonnie Lee Davis SSN: 227-12-5814 do hereby constitute and appoint Clinton T. Davis, SSN: 227-68-4457 and Mildred Davis Forbes to act as my true and lawful attorney-in-fact, to act for me and in my stead and to do any and all things which I might do if present in person, and in the granting of this Power of Attorney, I direct that the said Power of Attorney shall not terminate should I become incapacitated. The specific powers herein granted to my said

Attorney shall not be a limitation on my said Attorney's right to exercise a full and complete general Power of Attorney, but I specifically mention that my said Attorney shall have the right to execute any and all deeds, deeds of release, or other papers necessary to sell, lease, convey, mortgage, or deal with any real estate which I may have an interest in, in such a way as my Attorney may deem right and proper; to make any withdrawals from any bank, savings and other account; to execute any and all papers my said Attorney shall deem appropriate in my name; to collect any all rents which may be due me; to deal with any properties, real or personal which I may have an interest in, in such manner as my said Attorney may deem appropriate; to take all lawful proceedings by way of action or otherwise to recover any monies which may be due me; to defend any and all actions at law or otherwise which may be brought against me or any properties belonging to me; the execute releases and discharges to settle and compromise any and all claims; to make deposits to my accounts and make withdrawals therefrom and to endorse checks payable to me or for my account and deposit the same in such banks, associations and financial institutions; to transfer any stock, bonds and other intangible personal property to such persons and for such purpose as to my said attorney shall seem appropriate; to make investments of any funds belonging to me in such manner as my said Attorney shall deem fit; and to change investments from realty to personalty and from personalty to realty; to handle any insurance which may belong to me, it being on my life or on my

property; to sign my name and execute on my behalf all checks, contracts, transfers, assignments and instruments whatsoever; to appear and remove and substitute therefor any agent or other person acting for me and upon such terms as my said attorney may deem appropriate and generally to act in relation to my estate as fully and effectively in all respects as I, myself, could to, and I hereby ratify anything that my said Attorney or any substitute or agent appointed by my said Attorney under this Power of Attorney may do or have done in my behalf; to enter solely , on my said Attorney's own signature, any and all safe deposit boxes which I may have at any bank or banking institutions; and I execute this Power of Attorney in accordance with Section 11-9.1 of the Code of Virginia, and direct that this Power of Attorney shall remain in full force and effect and shall not be revoked by my incapacity, physical or mental and any part so acting shall have actual notice of its revocation.

My previous power of attorney granted to Lonnie Lee Davis, Jr. and Jean Wilson is hereby expressly revoked.

Witness, Brian Kelly
Signed by Lonnie Lee Davis with an "x."

Notary Public, Karen K. Buitar
Filed in Va. Beach Circuit Court Feb. 2, 2000

(Note: Not a part of this POA. Clinton and I request that he be named the Executor of the Property.)

July 19, 1990

Mr. Clifton S. Davis, Sr.
3797 Indian River Road
Virginia Beach, VA 23456

Dear Mr. Davis:

In response to your letters dated July 10, 1989, and August 21, 1989, regarding a supposed property line problem, we have reviewed our files and do not find that such a problem exists. Both the boundary line agreement between the estate of Charlie R. Davis and your father, dated May 26, 1981 and the July 16, 1981, clearly designate the boundaries of the property conveyed to you by your father.

If you and your father will come down to see me, I will be glad to pull my files from storage and go over them to see exactly what is bothering you. Until you can come in or indicate more clearly what the nature of the problem is I cannot be of further assistance.

Your very truly,

James M. Pickrell
Kellam, Pickrell, Cox & Tayloe
300 Bank of the Commonwealth Building
403 Boush Street
Norfolk, VA 23510

Boundary Line Agreement
Book 2165; Pages 574-577

This Boundary Line Agreement, entered into this 26th day of May, 1981, by and between Margaret O. Davis, widow; Charlie R. Davis, Jr.; Patricia Ann Davis, his wife; Malinda Davis Campbell; William E. Campbell, her husband; parties of the first part; and Lonnie L. Davis (also known as Lonnie L. Davis, Sr.,)and Annie B. Davis, his wife; parties of the second part:

Witnesseth:

Whereas, the parties of the first part are the successors to the ownership of the property of Charlie R. Davis, who died intestate on November 8, 1980, designated "41.9 Acres" as shown on "Plat Showing Proposed Boundary Line Agreement Between Charles R. Davis Estate, D. B. 517 pg. 591, & Property of Lonnie L. Davis, D.B. 517 pg. 594, Kempsville Borough, Virginia Beach, Virginia," made by Lee S. Rood, P.C., Land Surveyor, dated January, 1981, attached hereto and incorporated herein; and

Whereas Lonnie L. Davis, one of the parties of the second part, is the owner of the property adjacent to the property of Charlie R. Davis on the Charlie R. Davis property north boundary line and claims certain acreage within the above described plat and the boundary line between the parties is in dispute and the location of the property of Lonnie L.

Davis, if any, within the aforesaid 41.9 acres is in dispute; and

Whereas the parties are desirous of establishing, as between themselves, the boundary lines of the former property of Charlie R. Davis which passed to the parties of the first part upon his death and the boundary lines between the property of the parties of the first part and the parties of the second part as shown on he above referred to plat;

Now, therefore, in consideration of the sum on one dollar ($1.00) and other valuable consideration to each paid, the receipt of which is hereby acknowledged, the parties of the first part and the parties of the second part do hereby agree, covenant and establish that the boundary lines of the property of the parties of the first part are as shown on the above referred to plat and that the said northern boundary line as shown on said plat is the dividing line between the properties of the parties of the first part and the parties of the second part and the parties of the first part do hereby convey all their right, title and interest, if any, in any and all property North of the northern boundary line of the Parcel 41.9 acres of shown on the above referred to plat; and

The parties of the second part do hereby convey all their right, title and interest, if any, unto the parties of the first part in any property lying within the boundaries of the 41.9 acres as shown on the above referred to plat.

Reference to the aforesaid plat is hereby made for more particular description.

Witness the following signatures and seals:

Margaret O. Davis
Charlie R. Davis, Jr.
Patricia Ann Davis
Malinda Davis Campbell
William E. Campbell
Gloria Davis Rodgers
Joseph N. Rodgers
Lonnie L. Davis
Annie B. Davis

State of Virginia
City of Norfolk, to-wit:
June 1, 1981, William T. Mason, Jr., Notary Public

City of Virginia Beach, Virginia
Utility Easement
Book 4356; Page 0777-0781
$7,139.00 Certificate No. 1566

This is to certify that Seven Thousand One Hundred and Thirty-Nine Dollars and No Cents ($7,139.00) is estimated by the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia (the "City" and for indexing purposes, "Grantee"), to be the fair market value of the permanent utility easement and temporary construction easement hereinafter described, and damages to the residue, if any, owned in whole or in part by Lonnie L. Davis, Jr., Mildred L. Davis-Forbes, Jean A. Wilson, Clifton S. Davis and Adella Davis, his wife, Clenton T. Davis (a/k/a Clinton T. Davis) (for indexing purposes, collectively, "Grantors") and the respective spouses of the aforesaid individuals, or if they or any of them are deceased, the issue, heirs at law, devisees and successors in title of such deceased individuals, together with all lien creditors, if any and all other persons having an interest in the easements and/or interests hereinafter described, all of whom are made parties defendants by the general description of "Parties Unknown," which the City has directed to be acquired for public works and other municipal public purposes...

Note: The problem here is that the land that the City paid for the easement is owned totally by

Clifton Davis, but the City divided the total sum among him and his siblings.
The utility easement was to be acquired for Indian river South, Water and Sewer Project CIP 6-023 & 6-024 from Lonnie L. Davis Estate" the said plats are recorded in Map Book 291, at pages 45 and 46. Dated the 12th day of January, 2001, in the City of Virginia Beach, Virginia.

Signed by the following:
Authorized Designee of the City Manager
Department of Finance
Ruth Hodges Smith, City Clerk
Department of Law
Department of PW/Real Estate
Clarence Warnstaff, Public Utilities

Clifton S. Davis and
Paula M. Davis, his wife

to: Deed of Clarification and Substitution of
Property Under Deed of Trust

H. O. Erhard, Jr., and
J. C. Wunnenberg, Trustees

This Deed of Clarification and Substitution of Property Under Deed of Trust, made this 16th day of July, 1981, from Clifton S. Davis and Paula M. Davis, his wife, parties of the first part, grantors, and H. O. Erhard, Jr., of the City of Virginia beach, Virginia and J. C. Wunnenberg, of the City of Virginia Beach, Virginia, parties of the second part, as Trustees, of Virginia National Bank of Norfolk, Virginia , H. O. Erhard, Jr., Sole Acting Trustee, by and on behalf of the Trustees and Virginia National Bank of Norfolk, Virginia, party of the third part;

Whereas, Clifton S. Davis and Paula M. Davis, his wife, conveyed certain property to H. O. Erhard, Jr., and D. J. Chisholm (now substituted by J. C. Wunnenberg as Trustees, either of whom may act, under deed of trust dated September 9, 1974, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 1444 at page 725, to which reference is hereby made, to secure an indebtedness as evidenced by a negotiable promissory note as described therein of which the party of the third part herein is the holder; and

Whereas, the parties of the first part which to amend the description of the property securing the above referred to the indebtedness of confirm to a deed of confirmation and clarification received by the parties of the first part, duly recorded simultaneously herewith, but prior hereto;

Now, therefore, the parties of the first part do convey unto the trustees, the parties of the second part, in substitution and in lieu of the property originally described in the deed of trust of September 5, 1974, recorded in Deed Book 1444 at page 725, and the parties of the second part, by and with the consent of the party of third part, as evidenced by their signatures hereinafter, do accept said substitution for the deed of trust of September 5, 1974, recorded in Deed Book 1444 at page 725; the property substituted is described as follows:

> All that certain piece or parcel of land, with the improvements thereon, located in Kempsville Borough in the City of Virginia Beach, Virginia, described with references to "Plat Showing Proposed Boundary Line of Lonnie L. Davis...Kempsville Borough, Virginia Beach, Virginia," made by Lee S. Rood, O.C. dated January 1981, and duly recorded with Boundary Line Agreement of May 26, 1981, recorded in Deed Book 2165 at Page 574 and May Book 151, at page 22 in Virginia Beach, Virginia, and in Deed Book 1932, at page 568, and May Book 72, at Page 13 in Chesapeake, Virginia, between Margaret O. Davis, widow, et al, and Lonnie L. Davis, et us, to which reference is hereby made

and with reference to said plat the property is described as follows:

> Commencing at a point on the south side of Indian River Road, which point is designated "A" and is South 7,640 at.± to the center line of the intersection of Elbow Road and Indian River Road as shown on said plat and from said point of beginning, running South 49 degrees 24 feet West 130 feet to a point; thence turning and running North 49 degrees 54 feet 02 inches East 230 feet ± to a point in the south side of Indian River Road; thence turning and running in a southerly direction along the south side of Indian River Road 130 feet ± to the point of beginning; point designated "A" on the above-referred-plat.
>
> It being part of the same property conveyed to Lonnie L. Davis by deed of Lonnie D. Davis and others dated October 18, 1957, recorded in the Clerk' Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 517,at page 594, and it being part of the same property acquired and/or confirmed in Lonnie L. Davis by the Boundary Line Agreement of the May 26, 1981, and plat hereinabove referred to and clarified and substituted in the deed from Lonnie L. Davis and Annie b. Davis, his wife, date July 16, 1981, recorded prior hereto but simultaneously herewith.

It is further agreed and understood that the deed of trust of September 5, 1974, recorded in Deed Book 1444 at page 725, is in full force and effect as to all its terms and conditions except as to this change in the description of the ...
The said Charlie R. Davis having died intestate on November 8, 1980, leaving surviving as his only heirs-at-law, Margaret O. Davis, wife, Charlie R. Davis, Jr., son, Malinda D. Campbell, daughter, and Gloria D. Rodgers, daughter, as shown by the list of heirs recorded May 28, 1981, in the Clerk's Office aforesaid.

Witness the following signatures and seals:
Margaret O. Davis
Charlie R. Davis, Jr.
Patricia Ann Davis
Malinda D. Davis
William E. Campbell
Gloria D. Rodgers
Joseph N. Rodgers

William T. Mason, Jr., September 15, 1981

Lonnie L. Davis, et ux
Annie B. Davis, et vir
and
Charlie R. Davis, et ux
Margaret Davis, et vir

Deed of Bargain and Sale
Deed Book 517; Page 594
CHO2-1625

to
Lonnie L. Davis

This deed, made this the 18th day of October, 1957, between Lonnie L. Davis and Annie B. Davis, his wife, and Charlie R. Davis and Margaret Davis, his wife, parties of the first part, and Lonnie L. Davis, party of the second part.

Witnesseth:

That for and in consideration of the sum of ten ($10.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Lonnie Davis and Annie B. Davis, his wife, and Charlie R. Davis and Margaret Davis, his wife, parties of the first part, do grant, bargain, sell, assign and convey with, General Warranty, unto the said Lonnie L. Davis, party of the second part, the following property, to -wit:

First: One certain piece or lot of land, containing 25-3/4 acres lying in the County of Princess Anne, Virginia, bounded by the lands of Lyrurus Ward and

others, beginning at a post on the New Turnpike Road leading from North Landing to Norfolk, North 47-1/2 degrees West 6.00 to a post; thence along a line of marked trees to the center of a swamp; thence down the center of said swamp to a gum a corner of Ward and Davis; thence North 78 degrees East 4.71 chanins to a maple, North 69 degrees East 4.12 chains, North 68 degrees East .70 chains, North 69 degrees east .50 chains, North 1 degree East 10.. Chains, North 40 degrees East 1.54 chanins, North 39 degrees East 2.33 chanins, North 24 degrees East 1.3 chains to a popular, North 63 degrees East 5.82 chains to an oak, North 56-1/2 degrees East 7.51 chains to the beginning, containing 25-3/4 acres.

Second: All that certain tract of land, containing 6 acres, more or less, situate in Kempsville Magisterial District, Princess Anne County, Virginia, on the New Turnpike Rod, beginning at the Turnpike Road and running back within 47 yards of the fence to a chopped beech tree adjoining the lands now or formerly Lyrurus Ward; thence an East course to the Turnpike Road; thence up the said road to the point of beginning, the same being on the front and westward side of the road or upgoing leading to the house now or formerly Duren F. Murden's.

It being a part of the same property that was conveyed to the said Lonnie L. Davis and Charlie R. Davis by P. W. Ackiss and Richard B. Kellam, Special Commissioners, by deed of December 22nd, 1951, of record in the Clerk's office of said County, in Deed Book 298, at page 262-B.

The above conveyance is made subject to the conditions, restrictions, reservations and easements of record in the chain of title, if any, constituting constructive notice.

The said parties of the first part covenant that they are seized in fee simple of the said property; that they have a right to convey the same to the grantee; that the grantee shall have quiet and peaceable possession of the said property, free from all encumbrance; that they, the said parties of the first part , have done no act to encumber the said property, and they will execute such further assurances of the same as may be requisite.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day, the month and year first hereinabove written:

Signed by
Lonnie L. Davis
Annie B. Davis
Charlie R. Davis
Margaret Davis

This deed made and entered into this the 23rd day of May, 1974 by and between Lonnie L. Davis, a/k/a Lonnie L. Davis, Sr. and Annie B. Davis, his wife, parties of the first part, and Clifton S. Davis, party of the second part.

Witnesseth:

That for and in consideration of the sum of ten ($10.00) dollars and other good and valuable consideration, the receipt of which is hereby

acknowledged, the said Lonnie L. Davis and Annie b. Davis, his wife, parties of the first part, do hereby grant, bargain, sell, assign and convey, with General Warranty, unto the Clifton S. Davis, party of the second part, the following property, to-wit:

All that certain lot, piece or parcel of land lying, being and situate in the City of Virginia Beach, Virginia, Princess Anne Borough, with the improvements thereon, and being known and designated as follows: Commencing at a point on the line on the southwest side of Indian River Road as shown on a certain survey of 5.55 acres, Lonnie L. Davis Property, located on Indian river Road, Princess Anne Borough in Virginia Beach, Virginia, dated October 20,, 1973 by Wilfred P. Large, Certified Land Surveyor, the said survey to be recorded herewith, at a point 180 feet from the northern pin on said line, and going in the direction south 47 degrees 30' East a distance of 130 feet to the southern pin in said line, thence turning and running south as shown on said survey a distance of 230 feet South 56 degrees 30' West a distance of 130 feet to a point; thence turning and running North 56 degrees 30' East a distance of 230 feet to the point of beginning, the said property constituting one acre, more or less.

It being a part of the same property conveyed to the said Lonnie L. Davis by deed of Lonnie L. Davis and others dated October 18, 1957 recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Deed Book 517 at page 594.

The parties of the first part covenant that they are seized in fee simple of said land; that they have

the right to convey the said property to the grantee herein named; that the said grantee shall have quiet and peaceful possession of said property, from all encumbrances; that the parties of the first part have done no act to encumber the said property; that they, the said parties of the first part, will execute such further assurances of said property as may be requisite.

Witness the following signatures and seals:

Lonnie L. Davis and Annie B. Davis

State of Virginia,
City of Norfolk , to wit:

I, C. Clark Laster, a Notary Public in and for the City and State aforesaid, do hereby certify that Lonnie L. Davis and Annie B. Davis, his wife, whose names are signed to the foregoing writing have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 23rd day of May, 1974.

Margaret O. Davis, widow;
Charlie R. Davis, Jr. & Patricia Ann Davis, his wife
Malinda D. Campbell & William E. Campbell, her husband;
Gloria D. Rodgers & Joseph N. Rodgers, her husband, heirs of Charlie R. Davis, deceased

Deed of Bargain and Sale

To
Joseph Kamrad, Robert t. Witt and Dean Ives, partners T/A Kamrad, Witt and Ives.

This deed, made this 14th day of August, 1981, by and between Margaret O. Davis, widow; Charlie R. Davis, Jr., and Patricia Ann Davis, his wife; Malinda D. Campbell and William E. Campbell, her husband; Gloria D. Rodgers and Joseph N. Rodgers, her husband, parties of the first part, hereinafter called the "grantora," and Joseph Kamad, Robert T. Witt and Dean Ives, partners, t/a Kamrad, Witt and Ives, c/o Robert W. Witt, 1520 Holmes Court, Virginia Beach, Virginia, 23456, party of the second part, hereinafter called the "grantees."

Witnessesth: That for and in consideration of the sum of ten ($10.00) Dollars, cash in hand paid, and other valuable considerations, the receipt of which is hereby acknowledged, the grantors hereby grant and convey with General Warranty and with English Covenants of Title to the said grantee the following described property, to-wit:

All that certain lot, piece or parcel of land situate, lying and being in the City of Virginia Beach and the City of Chesapeake, Virginia, and designated "41.9 acres" as shown on "Plat Showing Proposed Boundary Line Agreement Between Charles R. Davis estate... & Property of Lonnie L Davis Kempsville Borough, Virginia Beach, Virginia," made by Lee S. Rood, P.C., dated January, 1981, and duly recorded on May 26, 1981, in Map Book 151, at page 22, in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, and in Map Book 72, page 13, in the Clerk's Office of the Circuit Court of the City of Chesapeake, VA.

It being the same property described in the Boundary Line Agreement dated May 26, 1981, between Margaret O. Davis, widow, et als, and Lonnie Davis, et ux, and with the aforesaid Plat both of which are to be recorded contemporaneously herewith. It also being part of the same property conveyed to Charlie R. Davis, et ux, dated October 18, 1957, and duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 517, page 592.

The said Charlie R. Davis having died intestate on November 8, 1980, leaving surviving as his only heirs-at-law, Margaret O. Davis, wife, Charlie R. Davis, Jr., son, Malinda D. Campbell, daughter, and Gloria D. Rodgers, daughter , as shown by the list of heirs recorded May 28, 1981, in the Clerk's Office aforesaid.

Witness the following signatures and seals:

Margaret O. Davis
Charlie R. Davis, Jr.
Patricia Ann Davis
Malinda D. Campbell
William E. Campbell
Gloria D. Rodgers
Joseph N. Rodgers

State of Virginia
City of Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 15th day of September, 1981, by Margaret O. Davis, widow.

Lonnie L. Davis
also known as Lonnie L. Davis, Sr.
and Annie B. Davis, his wife

to: Deed of Clarification

Clifton S. Davis and
Paula M. Davis

This deed, made this 16th day of July, 1981, by and between Lonnie L. Davis, also known as Lonnie L. Davis, Sr., and Annie B. Davis, his wife, parties of the first part, and Clifton S. Davis, party of the second part (of 2329 Indian River Road, Virginia Beach, Virginia 23456), and Paula M. Davis, his wife party of the third part.

Witnesseth:

Whereas, the parties of the first part conveyed to the party of the second part, by a deed dated May 23, 1974, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book1423 at page 10, certain property described therein with reference to a certain plat entitled "Site Plan of 5.55 Ac., Lonnie L. Davis Property, located on Indian River Road... Princess Anne Borough, Virginia Beach, Virginia," dated October 20, 1973; said parcel of land being a portion of the property shown on the above referred to plat; and

Whereas, the parties of the first part, have entered into a boundary line agreement as shown on

"Plat Showing Proposed Boundary Line Agreement between Charles R. Davis Estate...& Property of Lonnie L. Davis... Kempsville Borough, Virginia Beach, Virginia, " made by Lee S. Rood, P.C., dated January, 1981, which plat has been duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, with Boundary Line Agreement dated may 26, 1981, prior hereto in Deed Book 2165 at Page 574, and in the Clerk's Office of the Circuit Court, City of Chesapeake, Virginia in Deed Book 1932, at page 568, to which reference is hereby made for a more particular description, and

In order to clarify and confirm and settle any question as to the location of the property originally conveyed by deed of May 23, 1974, recorded in Deed Book 1423 at page 10; the said parties of the first part do convey into the party of the second part the following described property, which property is in lieu of the description of the property described in the deed of may 23, 1974; and

The party of the second part and the part of the third part do accept the property described hereinafter in lieu of and in clarification of the property described in the aforesaid deed and o quitclaim any right, title, or interest in and to any property not within the description set out in this deed to the said Clifton S. Davis.

Whereupon, said parties of the first part do convey unto the said Clifton S. Davis, with General Warranty, the following, described property, to-wit:

All that certain piece or parcel of land, with the improvement thereon, located in Kempsville Borough in the City of Virginia Beach, Virginia,

described with reference to "Plat Showing Proposed Boundary Line Agreement Between Charles R. Davis Estate...& Property of Lonnie L. Davis...Kempsville Borough, Virginia Beach, Virginia, : made by Lee S. Rood, P.C. , dated January, 1981, and duly recorded with Boundary Line Agreement of May 26, 1981, recorded in Deed Book 2165 at page 574 and Map Book 151 at page 22, in the City of Virginia Beach, Virginia and Deed Book 1932 at page 568 and Map Book 72 at page 13, in the City of Chesapeake, Virginia between Margaret O. Davis, widow, et als, and Lonnie L. Davis, et ux, with reference to said plat, the property is described as follows:

Commencing at a point on the south side of Indian Road, which point is designated "A" and is South 7,640 ft.± to the center line of the intersection of Elbow Road and Indian River Road as shown on said plat and rom said point of the beginning, running South 49 degrees 54' West 27 degrees 69 feet to a point of beginning, runny South 49 degrees 54 feet 02 inches East 230ft ± to a point in the south side of Indian River Road; thence turning and running in a southerly direction along the south side of Indian River Road 130 feet ± to the point of beginning; point designated "A" on the above-referred-to plat.

It being part of the same property conveyed to Lonnie L. Davis by deed of Lonnie D. Davis and others dated October 18, 1957, recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 517 at page

594, and it being part of the same property acquired and/or confirmed in Lonnie L. Davis by the Boundary Line Agreement of May 26, 1981 and plat hereinabove referred to;

This conveyance is made subject to the conditions, restrictions, reservations and easements of record in the chain of title, if any, constituting constructive notice and such liens and encumbrances, if any, as placed thereon by the said Clifton S. Davis.

The said parties of the first part covenant that they are seized in fee simple of the said property and they have a right to convey the same to the grantee; that the grantee shall have quiet and peaceable possession of the said property, free from all encumbrances; that they, the said parties of the first part, have done no act to encumber the said property and that they will execute such further assurances of the same as may be requisite.

Signed by
Lonnie L. Davis
Annie B. Davis
Clifton S. Davis
Paula M. Davis

Shuttleworth, Ruloff, Swain, Haddad & Morecock
Attorneys and Counselors at Law
Southport Centre
4525 South Boulevard
Suite 300
Virginia Beach, Virginia 23452-1137
Telephone (757) 671-6000

January 15, 2010

Tina E. Sinnen, Clerk
Virginia Beach Circuit Court
2425 Nimmo Parkway
Virginia Beach, Virginia 23456

Robert F. Hagans, Jr., Esquire
500 East Main Street, Suite 1410
Norfolk, Virginia 23510

Morris H. Fine, Esquire
Gregory R. McCracken, Esquire
Fine, Fine, Legum & McCracken, LLP
Pavilion Center, Suite 601
2101 Parks Avenue
Virginia Beach, Virginia 23451

RE: Clifton S. Davis v Lonnie L. Davis, Jr., et al.
Chancery No.:CH02-1625
Lonnie L. Davis, Jr., et al v. Clifton S. Davis,et al
Chancery Nos.: CH99-3314 & CH03-2559

Dear Ms. Sinnen and Gentlemen:

I am writing to place you on notice of my lien for costs advanced and services rendered, totaling $12,787.45. Attached is a copy of my past due invoice dating back to June 3, 2005. It is my understanding that the property in question has been sold. I ask that you please protect my lien in this matter and send a check directly to my office out of the settlement proceeds.

Thank you for protecting my interest.

Very truly yours,

Thomas B. Shuttleworth

February 22, 2010

Fine, Fine, Legum & McCracken, LLP
Attorneys At Law
Pavilion Center, 2101 Parks Avenue, Suite 300
Virginia Beach, Virginia 23451

Dear Mr. Fine:

Please be advised to all commissioners, city councilmen, city officials, and other parties included in the February 23, 2010 meeting regarding the Davis Property of Indian River Road, I intend to bring a serious lawsuit against the City of Virginia Beach in the United States Supreme Court. All papers and documents will be delivered Friday, February 26, 2010.

Sincerely,

Clifton S. Davis, Sr.

Cc: United States Supreme Court
William Sessoms, Mayor, Virginia Beach
Chair, Planning Commission